the time of sale excluding the 10 per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the Depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security doposit has been paid.

10. Timber purchased should be removed as early as possible and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7, *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

H. S. NARAYANA RAO,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Abstract Notification.

The attention of the public is invited to the detailed notification regarding the auction sale of timber in the following depots of this Division on the dates noted against each published on pages 109 and 110, Part VI of the ***Mysore Gazette***, dated 2nd February 1928.

Name of Depot.	*Date of sale.*
Shimoga Depot	... 23rd February 1928
Shimoga Saw Mill Depot ...	... 24th do

Notification dated 7th February 1928.

It is hereby notified for general information that the right of collecting of Tupre leaves on all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved lands and Plantations in the portions of Nagar Taluk outside the limit of Nagar Range for the period commencing from the confirmation of the sale up to 30th June 1928 will be sold by public auction by the District Forest Officer or the other officer deputed by him on Monday the 27th February 1928 at 2 P.M. at the Range Office, Siveswara.

2. Defaulters on account of previous leases will not be permitted to bid.

3. No person will be allowed to bid unless he has deposited with the Officer holding the sale a sum of Rs. 15 which must be deposited in the form of currency notes. The deposits of unsuccessful bidders will be returned immediately after the sale.

4. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Conservator of Forests or the District Forest Officer, as the case may be, who at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

5. The successful bidder shall at the close of the sale, pay the entire sale amount including the deposit already made, together with local cess at one anna per rupee, railway cess at six pies per rupee and education cess at six pies per rupee respectively. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by each resale, but shall not participate in any profit accruing therefrom.

N.B.—If the deficit be not paid, it will be recovered as a revenue demand.

6. The lessee shall deposit in the Government Savings Bank Rs. 25 or one-quarter of the sale amount, whichever is less, as a security for the due fulfilment of the conditions of the lease for the remaining period which will be returned to him after the expiry of the period of lease.

7. If the sale is not confirmed the amount paid will be refunded to the party.

8. The successful bidder shall execute an agreement on a duly stamped paper within fifteen days of the intimation of the confirmation of the sale, binding himself to observe the conditions hereundermentioned and also tender the Security Deposit referred to in clause 8 *supra*. In default, the acceptance of his bid will be revoked, the money already paid forfeited and the right resold.

Further conditions to be entered in the agreement are:—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any of the trees under one year of age on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors agents or servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the District Forest Officer.

(*d*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests. Printed passes prescribed by the District Forest Officer shall be issued to cartmen under the signature of the lessee for the export of produce.

(*e*) The lessee shall keep and render accounts every month to the District Forest Officer of the produce collected and removed by him or his agents during the month. His accounts will be liable for the inspection of the Conservator of Forests or the District Forest Officer or by any other officer deputed by either of them.

(*f*) The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in Forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*g*) The lessee shall remove out of the limits of the Forest all produce collected and stored under the terms of the lease before the close of the lease period, *viz.*, 30th June 1928.

(*h*) Neither the lessee nor his servants shall enter the State Forest either before sunrise or after sunset.

(*i*) The village amarayi produce is not included in the contract.

10. In the event of breach of any of the above conditions, the lease will be liable to be cancelled, and the lessee fined to the extent of Rs. 15.

N.B.—This sale does not debar the issue of individual licenses by the Department to petty local purchasers.

K. RETANNA,
District Forest Officer.

KADUR DIVISION.

SALE OF TIMBER.

Notification dated 7th February 1928.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following depots by the District Forest Officer, Kadur Division, at 2 P.M., on the dates noted below:—

Serial No.	Name of Depot	Description of timber			Date of sale	Remarks
		Teak poles	Honne	Other kinds		
1	Kadur ...	C.ft. 930¼	C.ft. 116	C.ft. ...	12th March 1928	More or less

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But the defaulters to the department will not be allowed to bid at the sales.

(*a*) In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot, and the payment of deposit in such cases will not be insisted.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case is subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.